HUSBAND AND WIFE—SUBROGATION OF WIFE TO RIGHTS OF CREDITORS FOR NECESSARIES.—Defendant and plaintiff were husband and wife living in New York. Defendant went to New Jersey, abandoning plaintiff, and neglected to provide her and the children with necessaries. Unable to procure goods on his credit, because he had none, plaintiff was forced to purchase needed articles, with her own earnings, eked out by a small inheritance. She sought in this action to recover the money so paid. *Held,* the wife could recover, on the theory of *subrogation* to the rights of the tradesmen who had furnished the necessaries. *DeBrauwere* v. *DeBrauwere* (1910), 126 N. Y. Supp. 221.

There seems to be no precedent in the books for such an action. Under a statute similar to the Married Woman's Act of New York, it has been held that the wife cannot recover damages from the husband for refusal to support. *Decker* v. *Kedly,* (Alaska) 148 Fed. 681, 79 C. C. A. 305. If that holding is sound, recovery should not be permitted, because of a variation in theory, on the facts shown here. Moreover, the propriety of employing the doctrine of subrogation may well be doubted. The "creditors" through whom the wife claimed made no contract with the husband, but with the wife personally. Since they did not rely on his credit, and were paid by the party with whom they contracted, it is difficult to see how the tradesmen acquired any rights against the husband, to which plaintiff could be subrogated, *Skinner* v. *Tirrell,* 159 Mass. 474, 34 N. E. 692, 21 L. R. A. 673, 38 Am. St. Rep. 447, unless, perhaps, a statute has created a special liability, cf. *Edminston* v. *Smith,* 13 Idaho 645, 92 Pac. 842, 14 L. R. A. (N. S.) 871. However, some courts have gone far in giving a remedy by subrogation to third persons who have loaned the wife money with which to buy necessaries. *Kenyon* v. *Farris,* 47 Conn. 510, 36 Am. Rep. 86; *Leuppie* v. *Osborn,* 52 N. J. Eq. 637, 29 Atl. 433. But it would seem that the more logical way to work out the wife's equity to the desired result would be through her own right against the husband, as for money paid to his use, or for damages to her separate property by his failure to support.

INN-KEEPERS—LIABILITY FOR GOODS OF GUEST—TERMINATION OF LIABILITY.—P, a guest at D's hotel, about 4 p. m. paid his bill which included charges up to six o'clock that evening, and left the hotel without any intention of returning. He placed a list of his baggage in the hands of one of the servants of the hostelry, with instructions to turn the various pieces over to a transfer man who would call. The express man came around about five o'clock, and D's porter was negligent in not verifying the number of pieces with the list, and a valuable suit case with contents was lost. Action for damages. *Held,* that the relation of inn-keeper and guest, and the former's extraordinary liability as an insurer, did not terminate as soon the guest paid his bill and left the hotel with the intention of not returning, since the guest had a reasonable time thereafter in which to remove his baggage. *Kaplan* v. *Titus* (1910), 125 N. Y. Supp. 397.

The courts are by no means harmonious as to the liability that an inn-keeper assumes concerning the property of his guest. Three distinct views are entertained. Most courts hold that the inn-keeper is an insurer of the

goods of his guest, and liable for any loss or injury, unless the cause was an act of God, or a public enemy, or by the fault, direct or implied of the guest. *Wilkins* v. *Earle,* 44 N. Y. 172, 4 Am. Rep. 655; *Houser* v. *Tully,* 62 Pa. St. 92, 1 Am. Rep. 390; *Mason* v. *Thompson,* 9 Pick. 280, 20 Am. Dec. 471; *Coskery* v. *Nagle,* 83 Ga. 696, 20 Am. St. Rep. 333; *Olson* v. *Crossman,* 31 Minn. 222. Another class of cases hold that the inn-keeper is prima facie liable for the loss of goods in his charge, but he may relieve himself from responsibility by showing that he was free from negligence. *Howth* v. *Franklin,* 20 Tex. 798, 73 Am. Dec. 218; *Metcalf* v. *Hess,* 14 Ill. 129; *Newson* v. *Axon,* 1 McCord 509, 10 Am. Dec. 685; *Hill* v. *Owen,* 5 Blackf. (Ind.) 323, 35 Am. Dec. 124. The third view excuses the inn-keeper from liability, whenever the loss results from inevitable accident or irresistible force. *McDaniels* v. *Robinson,* 26 Vt. 316, 62 Am. Dec. 574; *Kisten* v. *Hildebrand,* 48 Ky. 72, 48 Am. Dec. 416; *Woodworth* v. *Morse,* 18 La. Ann. 156. However, regardless of what the courts may consider the nature of the inn-keeper's liability is, they are practically unanimous in holding that the liability does not cease immediately upon the actual termination of the relation, but that the inn-keeper remains responsible for a reasonable time thereafter, the duration of which is to be estimated by the circumstances of each case, to enable the guest to remove his goods. *Baehr* v. *Downey,* 133 Mich. 163, 103 Am. St. Rep. 444; *Clark* v. *Ball,* 34 Colo. 223, 2 L. R. A. (N. S.) 100; *Maxwell* v. *Gerard,* 84 Hun 537; *Miller* v. *Peebles,* 60 Miss. 819, 45 Am. Rep. 423. In the principal case, the court compares the liability of an inn-keeper to that of a common carrier for a passenger's baggage, and comes to the conclusion that the same rule which regulates the termination of a carrier's liability should be applicable to the inn-keeper.

MUNICIPAL CORPORATIONS—STREETS—DEFECTS IN SIDEWALKS—NEGLIGENCE. —In installing its water system, defendant village set an iron pipe shut-off water box in a brick sidewalk. The cap covering the top of the box originally projected three-quarters of an inch above the sidewalk but on one side a brick had settled three-quarters of an inch, thus allowing the cap to project one and one-half inches above the surface on that side. *Held,* the defect was so slight that the village was not liable for injuries caused by catching plaintiff's foot under the cap on the side the brick had settled. *Powers* v. *Village of Mechanicsville* (1910), 125 N. Y. Supp. 801.

The court assigns as the reason for their reversal of the decision below: "We are of the opinion the defect was of so trivial a character and in such a position in the sidewalk that the defendant should not be held liable for the damages sustained." The question as to the nature of the obstruction, whether trivial or otherwise, was not submitted to the jury. While the New York Court of Appeals has decided that minor defects and irregularities in sidewalks are not such defects as will justify the submission of the question to the jury, it is nevertheless true that when reasonable men may differ as to whether or not, in cases of the kind now under discussion, a certain condition is such as to call on the city officials to anticipate accident, the question is for the jury. *City of Denver* v. *Stein,* 25 Colo. 125, 53 Pac. 283; *Redford*